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ESQUIRE  
SOLUTIONS

**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
[www.esquiresolutions.com](http://www.esquiresolutions.com)

**Tax Number: 45-3463120**  
Toll Free (800) 211-DEPO  
Fax (856) 437-5009

**Invoice # EQ427659**

<b>Invoice Date</b>	11/27/2012
<b>Terms</b>	NET 30
<b>Payment Due</b>	12/27/2012
<b>Date of Loss</b>	
<b>Name of Insured</b>	
<b>Adjustor</b>	
<b>Claim Number</b>	

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

Assignment	Case	Assignment #	Shipped	Shipped Via
11/06/2012	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	383953	11/20/2012	FED EX

Description	Amount
Services Provided on 11/06/2012, KEVIN LONG (DALLAS, TX)	
ONE COPY OF TRANSCRIPT/WORD INDEX (257 Pages)	\$ 452.32
EXHIBITS	\$ 139.50
VIDEO	\$ 467.50
DIGITAL TRANSCRIPT/EXHIBITS	\$ 35.00
HANDLING FEE	\$ 45.00
CONDENSED TRANSCRIPT	\$ 16.00
	<hr/>
	\$ 1,155.32
DELIVERY	\$ 34.60
	<hr/>
	\$ 34.60
Tax:	\$ 0.00
Paid:	\$ 1,189.92
<b>Amount Due On/Before 01/11/2013</b>	<b>\$ 0.00</b>

**Tax Number:** 45-3463120

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Invoice #: EQ427659  
Payment Due: 12/27/2012

Amount Due On/Before 01/11/2013	\$ 0.00
---------------------------------	---------

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

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**Thank you for your business!**

071 0000427659 11272012 6 000000000 0 12272012 01112013 5 000000000 00

PLAINTIFF'S EXHIBIT A

Page000001

## Terms and Conditions

### GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: [www.esquiresolutions.com/services](http://www.esquiresolutions.com/services)

### CREDIT AND PAYMENT TERMS

1. Credit terms, if any, both as to time and amount, may be limited or revoked by Seller at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Seller's option, in cash before shipment or on or after acceptance of delivery ("COD"). In circumstances described in Section 6(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable.
2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
4. The customer agrees to be responsible for all collections costs and attorney's fees in the event Esquire is forced to place the account for collection with an outside agency. If the collection is handled in-house by Esquire, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour.
5. A \$35 handling fee will be assessed to checks returned for insufficient funds.
6. Late Fees: Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance.
7. Undisputed Charges: Disputed Charges - You Must Still Pay Undisputed Charges: Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes may only be made by calling, emailing or writing us as directed on your invoice or elsewhere. All charges not properly disputed within the allotted time period shall be deemed accepted; undisputed charges must still be paid as stated on your bill. Any delayed payments will be levied late fees as stated above.

### SOLVENCY

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### GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.

### MISCELLANEOUS

1. Buyer may not assign its rights under the contract without Seller's prior written consent.
2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
6. Any payments in excess of the invoice amount will be held on buyer's account as a deposit toward future services in the following twelve (12) months. An administrative processing fee of \$250, as allowed by applicable law, will be charged to Buyer's account for each excess payment.

## Disclaimer

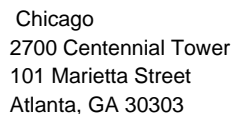
Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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ESQUIRE  
SOLUTIONS

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
[www.esquiresolutions.com](http://www.esquiresolutions.com)

**Invoice # EQ427695**

<b>Invoice Date</b>	11/27/2012
<b>Terms</b>	NET 30
<b>Payment Due</b>	12/27/2012
<b>Date of Loss</b>	
<b>Name of Insured</b>	
<b>Adjustor</b>	
<b>Claim Number</b>	

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

Assignment	Case	Assignment #	Shipped	Shipped Via
11/07/2012	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	383942	11/21/2012	FED EX

Description	Amount
Services Provided on 11/07/2012, ANTHONY HAWKS (DALLAS, TX)	
ONE COPY OF TRANSCRIPT/WORD INDEX (285 Pages)	\$ 501.60
EXHIBITS	\$ 1,185.30
VIDEO	\$ 612.50
DIGITAL TRANSCRIPT/EXHIBITS	\$ 35.00
HANDLING FEE	\$ 45.00
CONDENSED TRANSCRIPT	\$ 16.00
	<hr/>
	\$ 2,395.40
DELIVERY	\$ 34.60
	<hr/>
	\$ 34.60
Tax:	\$ 0.00
Paid:	\$ 2,430.00
<b>Amount Due On/Before 01/11/2013</b>	<b>\$ 0.00</b>

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ESQUIRE



Invoice #: EQ427695  
Payment Due: 12/27/2012

**Amount Due On/Before 01/11/2013** **\$ 0.00**

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
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**Thank you for your business!**

071 0000427695 11272012 9 0000000000 0 12272012 01112013 5 0000000000 07

## Terms and Conditions

### GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: [www.esquiresolutions.com/services](http://www.esquiresolutions.com/services)

### CREDIT AND PAYMENT TERMS

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2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
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7. Undisputed Charges: Disputed Charges - You Must Still Pay Undisputed Charges: Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes may only be made by calling, emailing or writing us as directed on your invoice or elsewhere. All charges not properly disputed within the allotted time period shall be deemed accepted; undisputed charges must still be paid as stated on your bill. Any delayed payments will be levied late fees as stated above.

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### MISCELLANEOUS

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2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
6. Any payments in excess of the invoice amount will be held on buyer's account as a deposit toward future services in the following twelve (12) months. An administrative processing fee of \$250, as allowed by applicable law, will be charged to Buyer's account for each excess payment.

## Disclaimer

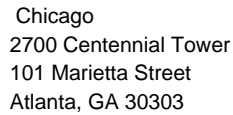
Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

<b>Invoice Date</b>	11/27/2012
<b>Terms</b>	NET 30
<b>Payment Due</b>	12/27/2012
<b>Date of Loss</b>	
<b>Name of Insured</b>	
<b>Adjustor</b>	
<b>Claim Number</b>	

Assignment	Case	Assignment #	Shipped	Shipped Via
11/08/2012	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	383959	11/26/2012	FED EX

Description	Amount
Services Provided on 11/08/2012, WILLIAM GINDLESPERGER (DALLAS, TX)	
ONE COPY OF TRANSCRIPT/WORD INDEX (357 Pages)	\$ 628.32
EXHIBITS	\$ 151.20
VIDEO	\$ 655.00
DIGITAL TRANSCRIPT/EXHIBITS	\$ 35.00
HANDLING FEE	\$ 45.00
CONDENSED TRANSCRIPT	\$ 16.00
	<hr/>
	\$ 1,530.52
DELIVERY	\$ 34.60
	<hr/>
	\$ 34.60
Tax:	\$ 0.00
Paid:	\$ 1,565.12
<b>Amount Due On/Before 01/11/2013</b>	<b>\$ 0.00</b>



ESQUIRE  
SOLUTIONS

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

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Dallas, TX 75284-6099  
[www.esquiresolutions.com](http://www.esquiresolutions.com)

071 0000427729 11272012 9 000000000 0 12272012 01112013 5 000000000 07

## Terms and Conditions

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## Disclaimer


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Atlanta, GA 30303



**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
www.esquiresolutions.com

**Tax Number: 45-3463120**  
Toll Free (800) 211-DEPO  
Fax (856) 437-5009

**Invoice # EQ442677**

Invoice Date	01/24/2013
Terms	NET 30
Payment Due	02/23/2013
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

Assignment	Case	Assignment #	Shipped	Shipped Via
01/08/2013	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	396360	01/23/2013	FED EX

Description	Amount
Services Provided on 01/08/2013, MAXINE GINDLESPERGER (CHAMBERSBURG, PA)	
ORIGINAL & ONE COPY OF TRANSCRIPT/WORD INDEX (362 Pages)	\$ 1,502.30
EXHIBITS	\$ 237.00
VIDEO	\$ 509.07
DIGITAL TRANSCRIPT/EXHIBITS	\$ 45.00
ROUGH ASCII	\$ 721.45
CONDENSED TRANSCRIPT	\$ 25.00
	<hr/>
	\$ 3,039.82
DELIVERY-OTHER	\$ 25.00
	<hr/>
	\$ 25.00
<b>MATTER NUMBER: NA</b>	Tax: \$ 0.00
<b>VIDEO ATD. SPLIT WITH DANIEL SPRINGFIELD &amp; BRIAN OCONNELL, ESQS.</b>	Paid: \$ 3,064.82
<b>Amount Due On/Before 03/10/2013</b>	
<b>\$ 0.00</b>	

**Tax Number: 45-3463120**

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Invoice #: EQ442677  
Payment Due: 02/23/2013

**Amount Due On/Before 03/10/2013** **\$ 0.00**

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

**Remit to:**

Esquire Deposition Solutions, LLC  
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071 0000442677 01242013 0 000000000 0 02232013 03102013 0 000000000 00  
PLAINTIFF'S EXHIBIT A Page000007

## Terms and Conditions

### GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: [www.esquiresolutions.com/services](http://www.esquiresolutions.com/services)

### CREDIT AND PAYMENT TERMS

1. Credit terms, if any, both as to time and amount, may be limited or revoked by Seller at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Seller's option, in cash before shipment or on or after acceptance of delivery ("COD"). In circumstances described in Section 6(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable.
2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
4. The customer agrees to be responsible for all collections costs and attorney's fees in the event Esquire is forced to place the account for collection with an outside agency. If the collection is handled in-house by Esquire, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour.
5. A \$35 handling fee will be assessed to checks returned for insufficient funds.
6. Late Fees: Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance.
7. Undisputed Charges: Disputed Charges - You Must Still Pay Undisputed Charges: Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes may only be made by calling, emailing or writing us as directed on your invoice or elsewhere. All charges not properly disputed within the allotted time period shall be deemed accepted; undisputed charges must still be paid as stated on your bill. Any delayed payments will be levied late fees as stated above.

### SOLVENCY

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2. The client authorizes Esquire to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to Esquire which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit status from time to time as the creditor deems necessary.

### GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.

### MISCELLANEOUS

1. Buyer may not assign its rights under the contract without Seller's prior written consent.
2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
6. Any payments in excess of the invoice amount will be held on buyer's account as a deposit toward future services in the following twelve (12) months. An administrative processing fee of \$250, as allowed by applicable law, will be charged to Buyer's account for each excess payment.

## Disclaimer

Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
www.esquiresolutions.com

**Tax Number: 45-3463120**  
Toll Free (800) 211-DEPO  
Fax (856) 437-5009

**Invoice # EQ442656**

Invoice Date	01/24/2013
Terms	NET 30
Payment Due	02/23/2013
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

Assignment	Case	Assignment #	Shipped	Shipped Via
01/09/2013	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	396362	01/23/2013	FED EX

Description	Amount
Services Provided on 01/09/2013, MICHAEL JACKSON (CHAMBERSBURG, PA)	
ORIGINAL & ONE COPY OF TRANSCRIPT/WORD INDEX (195 Pages)	\$ 809.25
EXHIBITS	\$ 85.50
VIDEO	\$ 253.99
DIGITAL TRANSCRIPT/EXHIBITS	\$ 45.00
ROUGH ASCII	\$ 383.05
CONDENSED TRANSCRIPT	\$ 25.00
SUMMARY	\$ 105.00
	<hr/>
	\$ 1,706.79
HOTEL	\$ 127.50
DELIVERY-OTHER	\$ 25.00
MILEAGE 348 MI @ .565	\$ 196.62
	<hr/>
	\$ 349.12

**CONTINUED ON NEXT PAGE ...****Tax Number: 45-3463120**

Please detach and return this bottom portion with your payment  
or pay online at **www.esquireconnect.net**



Invoice #: EQ442656  
Payment Due: 02/23/2013

**Amount Due On/Before 03/10/2013 \$ 0.00**

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
www.esquiresolutions.com

Thank you for your business!

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PLAINTIFF'S EXHIBIT A Page000009

## Terms and Conditions

### GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: [www.esquiresolutions.com/services](http://www.esquiresolutions.com/services)

### CREDIT AND PAYMENT TERMS

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2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
4. The customer agrees to be responsible for all collections costs and attorney's fees in the event Esquire is forced to place the account for collection with an outside agency. If the collection is handled in-house by Esquire, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour.
5. A \$35 handling fee will be assessed to checks returned for insufficient funds.
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7. Undisputed Charges: Disputed Charges - You Must Still Pay Undisputed Charges: Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes may only be made by calling, emailing or writing us as directed on your invoice or elsewhere. All charges not properly disputed within the allotted time period shall be deemed accepted; undisputed charges must still be paid as stated on your bill. Any delayed payments will be levied late fees as stated above.

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2. The client authorizes Esquire to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to Esquire which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit status from time to time as the creditor deems necessary.

### GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
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### MISCELLANEOUS

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2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
6. Any payments in excess of the invoice amount will be held on buyer's account as a deposit toward future services in the following twelve (12) months. An administrative processing fee of \$250, as allowed by applicable law, will be charged to Buyer's account for each excess payment.

## Disclaimer

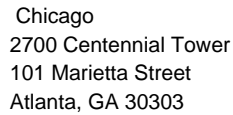
Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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representative to learn more.



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[www.esquiresolutions.com](http://www.esquiresolutions.com)

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

<b>Invoice Date</b>	01/31/2013
<b>Terms</b>	NET 30
<b>Payment Due</b>	03/02/2013
<b>Date of Loss</b>	
<b>Name of Insured</b>	
<b>Adjustor</b>	
<b>Claim Number</b>	

Assignment	Case	Assignment #	Shipped	Shipped Via
01/16/2013	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	399695	01/30/2013	FED EX

Description	Amount
Services Provided on 01/16/2013, LAURENCE STEIN (WASHINGTON, DC)	
ONE COPY OF TRANSCRIPT/WORD INDEX (131 Pages)	\$ 425.75
EXHIBITS	\$ 170.85
VIDEO	\$ 698.91
WAITING TIME	\$ 33.00
DIGITAL TRANSCRIPT/EXHIBITS	\$ 25.00
ROUGH ASCII	\$ 199.80
CONDENSED TRANSCRIPT	\$ 16.00
	<hr/>
	\$ 1,569.31
DELIVERY-OTHER	\$ 25.00
	<hr/>
	\$ 25.00
Tax:	\$ 0.00
Paid:	\$ 1,594.31
<b>Amount Due On/Before 03/17/2013</b>	<b>\$ 0.00</b>

<b>Amount Due On/Before 03/17/2013</b>	<b>\$ 0.00</b>
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Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
[www.esquiresolutions.com](http://www.esquiresolutions.com)

071 0000444644 01312013 0 000000000 0 03022013 03172013 8 000000000 07

## Terms and Conditions

### GENERAL

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3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
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5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
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representative to learn more.



Chicago  
2700 Centennial Tower  
101 Marietta Street  
Atlanta, GA 30303



**ESQUIRE**  
SOLUTIONS

**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
www.esquiresolutions.com

**Tax Number: 45-3463120**  
Toll Free (800) 211-DEPO  
Fax (856) 437-5009

**Invoice # EQ444483**

Invoice Date	01/30/2013
Terms	NET 30
Payment Due	03/01/2013
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

Assignment	Case	Assignment #	Shipped	Shipped Via
01/18/2013	E-LYNXX CORP. vs. INNERWORKINGS INC, ET AL	398444	01/29/2013	FED EX

Description	Amount
Services Provided on 01/18/2013, ROBERT DEPKE (CHICAGO, IL)	
ONE COPY OF TRANSCRIPT/WORD INDEX (150 Pages)	\$ 487.50
EXHIBITS	\$ 49.05
VIDEO	\$ 439.13
DIGITAL TRANSCRIPT/EXHIBITS	\$ 45.00
APPEARANCE FEE MINIMUM	\$ 45.00
HANDLING FEE	\$ 30.00
CONDENSED TRANSCRIPT	\$ 30.00
APPEARANCE FEE ADDITIONAL HOURS	\$ 22.50
	<hr/>
	\$ 1,148.18
DELIVERY	
	<hr/>
	\$ 21.19
	<hr/>
	\$ 21.19
***APPEARANCE FEES SPLIT BETWEEN ALL DEFENSE FIRMS. THIS IS YOUR PORTION TO PAY***	
	Tax: \$ 0.00
	Paid: \$ 1,169.37
	<hr/>
<b>Amount Due On/Before 03/16/2013</b>	<b>\$ 0.00</b>

**Tax Number: 45-3463120**

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Invoice #: EQ444483  
Payment Due: 03/01/2013

**Amount Due On/Before 03/16/2013 \$ 0.00**

JOSHUA THANE ,ESQ.  
HALTOM & DOAN  
SUITE 100, 6500 SUMMERHILL ROAD  
TEXARKANA, TX 75503

**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
www.esquiresolutions.com

**Thank you for your business!**

071 0000444483 01302013 1 000000000 0 03012013 03162013 2 000000000 03  
PLAINTIFF'S EXHIBIT A Page000013

## Terms and Conditions

### GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
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### CREDIT AND PAYMENT TERMS

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5. A \$35 handling fee will be assessed to checks returned for insufficient funds.
6. Late Fees: Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance.
7. Undisputed Charges: Disputed Charges - You Must Still Pay Undisputed Charges: Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes may only be made by calling, emailing or writing us as directed on your invoice or elsewhere. All charges not properly disputed within the allotted time period shall be deemed accepted; undisputed charges must still be paid as stated on your bill. Any delayed payments will be levied late fees as stated above.

### SOLVENCY

1. The client represents that, as of the date of its order or scheduled deposition, it is solvent, able to pay its debt as they come due and has not filed, nor is it subject of any petition of bankruptcy or for reorganization under any federal or state bankruptcy law. Should the foregoing representation become false at any time during the course of a business relationship between the client and the creditor or while the client owes any amount to the creditor, client agrees to immediately notify Esquire of all facts surrounding such occurrences.
2. The client authorizes Esquire to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to Esquire which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit status from time to time as the creditor deems necessary.

### GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.

### MISCELLANEOUS

1. Buyer may not assign its rights under the contract without Seller's prior written consent.
2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
6. Any payments in excess of the invoice amount will be held on buyer's account as a deposit toward future services in the following twelve (12) months. An administrative processing fee of \$250, as allowed by applicable law, will be charged to Buyer's account for each excess payment.

## Disclaimer

Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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